



Doc#: 1221231027 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/30/2012 11:27 AM Pg: 1 of 6

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
YOLANDA WATSON, SPECIALIST

Parcel ID Number: 02 36-408-044

_____[Space Above This Line For Recording Data]_____

Original Recording Date: January 06, 2003
Original Loan Amount: \$159,000.00
Original Lender Name: HEALTHCARE
ASSOCIATES CREDIT UNION
New Money: \$631.37

Loan No: 0020474227
Investor Loan No: 1685035078

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 23rd day of March, 2012, between FRANK C. CARTER, JR., AN UNMARRIED MAN ("Borrower") and PHH MORTGAGE CORPORATION, whose address is 1 MORTGAGE WAY, PO BOX 5449, MT. LAUREL, NJ 08054 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated December 20, 2002 and recorded in Instrument No: 0030016485, of the Official Records (Name of Records) of COOK County, IL (County and State, or other Jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

3717 ORIOLE LANE, ROLLING MEADOWS, IL 60008,
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

ASSIGNMENT FROM HEALTHCARE ASSOCIATES CREDIT UNION TO SERVICE CORP MORTGAGE, A DIV OF ICUL SERVICE CORPORATION -REC: 07/02/2003, INST: 0318349351; ASSIGNMENT FROM SERVICE CORP MORTGAGE, A DIV OF ICUL SERVICE CORPORATION TO PHH MORTGAGE SERVICES -REC: 07/02/2003, INST: 0318349352

LOAN MODIFICATION AGREEMENT--Single Family--Fannie Mae Uniform Instrument
Loan No: 0020474227
8300 03/11

Form 3179 1/01 (rev. 07/09)
(page 1 of 2)

S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓

UNOFFICIAL COPY

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **May 1, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$109,618.23**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.750%**, from **May 1, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$584.14**, beginning on the **1st** day of **June, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.750%** will remain in effect until principal and interest are paid in full. If on **May 1, 2052** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

UNOFFICIAL COPY

- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other person, in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

6. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, IL, upon which all recordation taxes have been paid. As of the date of this

UNOFFICIAL COPY

agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$108,986.86. The principal balance secured by the existing security instrument as a result of this Agreement is \$109,618.23, which amount represents the excess of the unpaid principal balance of this original obligation.

In Witness Whereof, the Lender and I have executed this Agreement.

Frank C. Carter, Jr.
FRANK C. CARTER, JR -Borrower _____ (Seal)

_____[Space Below This Line For Acknowledgments]_____

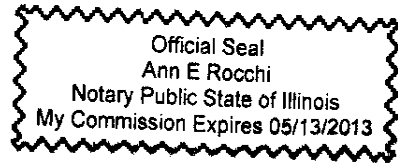
State of Illinois

County of COOK

The foregoing instrument was acknowledged before me on April 3, 2012 by
FRANK C. CARTER, JR., AN UNMARRIED MAN.

Ann E. Rocchi
(Signature of person taking acknowledgment)

My Commission Expires on 5-13-13



UNOFFICIAL COPY

PHH MORTGAGE CORPORATION

By: [Signature] (Seal)
- Lender

Name: **CANDACE GALLARDO, ASST. V.P.**
Title:

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On June 7, 2012, before me, Antoinette Schukay
a Notary Public in and for said State, personally appeared

CANDACE GALLARDO, ASST. V.P.

of the Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

Antoinette Schukay
Notary Public of New Jersey
My Commission Expires April 21, 2013

Notary Public of New Jersey
My Commission expires: _____

UNOFFICIAL COPY

Exhibit "A"

Loan Number: **0020474227**

Property Address: **3717 ORIOLE LANE, ROLLING MEADOWS, IL 60008**

Legal Description:

LOT 2211 IN ROLLING MEADOWS UNIT NUMBER 15, BEING A SUBDIVISION IN THE SOUTH
1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL ID # 02-36-408-044

Property of Cook County Clerk's Office

Loan No: 0020474227

Exhibit A Legal Description Attachment